

## ***EXHIBIT B***

## United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

## PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000019545



In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings, Inc.	Case No. of Debtor 08-13555

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

The Rutland Hospital, Inc.  
c/o Edward Ogorzalek, Chief Financial Officer  
Rutland Regional Medical Center  
160 Allen Street  
Rutland, VT 05701

Telephone number: (802)747-1630 Email Address: eogorza@rrmc.com

Name and address where payment should be sent (if different from above)

Same as above

Telephone number: Email Address:

## 1. Amount of Claim as of Date Case Filed: \$ 185,039.42

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.

Check this box if all or part of your claim is based on a Derivative Contract.\*

Check this box if all or part of your claim is based on a Guarantee.\*

\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: Guarantee of all amounts due under a SWAP Agreement dated June 6, 2003(Exhibit A)  
(See instruction #2 on reverse side.)

## 3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

## 4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff:  Real Estate  Motor Vehicle  Other

Describe: \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ \_\_\_\_\_  
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

See Guarantee Agreement dated June 6, 2003 (Exhibit A), SWAP Agreement of even date (Exhibit B).

Date: Sept. 18, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. BY: <i>Edward Ogorzalek</i> Edward Ogorzalek, Chief Financial Officer
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## THIS SPACE IS FOR COURT USE ONLY

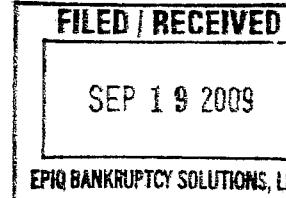
Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.



## 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_).

Amount entitled to priority:

\$ \_\_\_\_\_

## FOR COURT USE ONLY

and SUMMARY of Counter Party Agreement and Loss Calculation (Exhibit C)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## GUARANTEE OF LEHMAN BROTHERS HOLDINGS INC.

LEHMAN BROTHERS SPECIAL FINANCING INC. ("Party A") and THE RUTLAND HOSPITAL, INC. ("Party B") have entered into a Master Agreement, dated as of June 6, 2003 (the "Master Agreement"), pursuant to which Party A and Party B have entered and/or anticipate entering into one or more transactions (each a "Transaction"), the Confirmation of each which supplement, forms part of, and will be read and construed as one with, the Master Agreement (collectively referred to as the "Agreement"). This Guarantee is a Credit Support Document as contemplated in the Agreement. For value received, and in consideration of the financial accommodations accorded to Party A by Party B under the Agreement, LEHMAN BROTHERS HOLDINGS INC., a corporation organized and existing under the laws of the State of Delaware ("Guarantor"), hereby agrees to the following:

- (a) Guarantor hereby unconditionally guarantees to Party B the due and punctual payment of all amounts payable by Party A under the Agreement when and as Party A's obligations thereunder shall become due and payable in accordance with the terms of the Agreement. In case of the failure of Party A to pay punctually any such amounts, Guarantor hereby agrees, upon written demand by Trustee, to pay or cause to be paid any such amounts punctually when and as the same shall become due and payable.
- (b) Guarantor hereby agrees that its obligations under this Guarantee constitute a guarantee of payment when due and not of collection.
- (c) Guarantor hereby agrees that its obligations under this Guarantee shall be unconditional, irrespective of the validity, regularity or enforceability of the Agreement against Party A (other than as a result of the unenforceability thereof against Party B), the absence of any action to enforce Party A's obligations under the Agreement, any waiver or consent by Party B with respect to any provisions thereof, the entry by Party A and Party B into additional Transactions under the Agreement or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (excluding the defense of payment or statute of limitations, neither of which are waived); provided, however, that Guarantor shall be entitled to exercise any right that Party A could have exercised under the Agreement to cure any default in respect of its obligation under the Agreement or to set off, counterclaim or withhold payment in respect of any Event of Default or potential Event of Default in respect of Party B or any Affiliate, but only to the extent such right is provided to Party A under the Agreement. The Guarantor acknowledges that Party A and Party B may from time to time enter into one or more Transactions pursuant to the Agreement and agrees that the obligations of the Guarantor under this Guarantee will upon the execution of any such Transaction by Party A and Party B extend to all such Transactions without the taking of further action by the Guarantor.
- (d) The Guarantee shall remain in full force and effect until such time as Party B shall receive written notice of termination. Termination of this Guarantee shall not affect Guarantor's liability hereunder as obligations incurred or arising out of Transactions entered into prior to the termination hereof.
- (e) Guarantor further agrees that this Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any obligation or interest thereon is rescinded or must otherwise be restored by Party B upon an Event of Default as set forth in Section 5(a)(vii) of the Master Agreement affecting Party A or Guarantor.

EXHIBIT A

07/02/2003 11:58 LEHMAN → 912125200384 Pg 4 of 38  
07/02/2003 12:30 LEHMAN → 912125200384

NO. 863 D05  
NO. 199 D03

(i) Guarantor hereby waives (i) promptness, diligence, presentment, demand of payment, protest, order and, except as set forth in paragraph (a) hereof, notice of any kind in connection with the Agreement and this Guarantee, or (ii) any requirement that Party B or Trustee exhaust any right to take any action against Party A or any other person prior to or contemporaneously with proceeding to exercise any right against Guarantor under this Guarantee.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law doctrine. All capitalized terms not defined in this Guarantee, but defined in the Agreement, shall have the meanings assigned thereto in the Agreement.

Any notice hereunder will be sufficiently given if given in accordance with the provisions for notices under the Agreement and will be effective as set forth therein. All notices hereunder shall be delivered to Lehman Brothers Holdings Inc., Attention: Corporate Counsel, at 399 Park Avenue, New York, New York 10022 with a copy to Lehman Brothers Special Financing Inc., Attention: Municipal Financial Products - Middle Office at 745 Seventh Avenue, 5<sup>th</sup> Floor, New York, New York 10019.

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be executed in its corporate name by its duly authorized officer as of the date of the Agreement.

LEHMAN BROTHERS HOLDINGS INC.

By: \_\_\_\_\_  
Name:  
Title:

  
Oliver Budde  
Vice President

LEHMAN BROTHERS

Global 354440  
Summit: 507193L  
Effect ID: 32290

CONFIRMATION

EXECUTION COPY

June 6, 2003

TRANSACTION

The Rutland Hospital, Inc.  
160 Allen Street  
Rutland, VT 05701

Re: Summit ID: 507193L

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Master Agreement specified below.

The definitions and provisions contained in the 1992 ISDA U.S. Municipal Counterparty Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those Definitions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms part of, and is subject to the Master Agreement including the Schedule thereto dated as of June 6, 2003 (the "Agreement") between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Party A: LEHMAN BROTHERS SPECIAL FINANCING INC.

Party B: THE RUTLAND HOSPITAL, INC.

Notional Amount: \$9,575,000, which shall reduce on the dates and in the amounts set forth in Annex I hereto. The amount of such reduction in Notional Amount shall be referred to herein as a "Revised Notional Amount."

Trade Date: June 5, 2003

Effective Date: July 2, 2003

Termination Date: April 1, 2015

FIXED AMOUNTS:

Fixed Rate Payer: Party B

Fixed Rate Payment Dates: Monthly, on the first Business Day of each calendar month, beginning August 1, 2003 up to, and including, the Termination Date, subject to in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.

Fixed Rate Payer Period End Dates: Monthly, on the first day of each calendar month, commencing on August 1, 2003. No Adjustment shall apply to Period End Dates.

Fixed Rate: 2.82%

Fixed Rate Day Count Fraction: 30/360

FLOATING AMOUNTS:

Floating Rate Payer: Party A

Floating Rate Payment Dates: Monthly, on the first Business Day of each calendar month, beginning August 1, 2003 up to, and including, the Termination Date, subject to in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.

Floating Rate Payer Period End Dates: Monthly, on the first day of each calendar month, commencing on August 1, 2003. No Adjustment shall apply to Period End Dates.

Floating Rate Option: The PSA Municipal Swap Index (such index having been renamed the "BMA Municipal Swap Index" and referred to herein as the "BMA Index").

If Municipal Market Data no longer publishes the BMA Index, Party A shall reasonably determine the applicable BMA Index rate on each Reset Date. The rate so determined by Party A shall equal the prevailing rate determined by Party A for bonds that are rated in the highest short-term rating category by Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, A Division of The McGraw-Hill Companies, Inc. in respect of issuers most closely resembling the component issuers previously selected by Municipal

Market Data and that are subject to tender by the holders thereof for purchase on not more than seven days' notice and the interest on which is (a) variable on a weekly basis, (b) excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and (c) not subject to an "alternative minimum tax" or similar tax under the Code, unless all tax-exempt bonds are subject to such tax.

Notwithstanding the foregoing, in the event Municipal Market Data begins to republish or otherwise makes available the BMA Index, then Party A shall no longer determine the applicable BMA Index for so long as the BMA Index is published.

Reset Date: Each Thursday, subject to adjustment in accordance with the Following Business Day Convention.

Floating Rate Day Count Fraction: Actual/Actual

Method of Averaging: Weighted Average

Compounding: Inapplicable

3. Fees and Commissions. Party B acknowledges that Party A shall pay \$29,253 to Legg Mason Wood Walker Incorporated, on behalf of Party B, as a swap advisory fee for services provided by Legg Mason Wood Walker Incorporated to Party B.

4. Payment Instructions:

Payments to Party A:

JPMorgan Chase  
ABA: 021000021  
for the Account of Lehman Brothers Special Financing Inc.  
Account No. 066 143 543

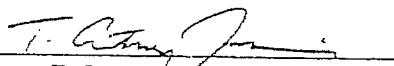
Payments to Party B:

Chittenden Bank  
ABA # 011600062  
Account # 750092098  
Credit: Rutland Regional Medical Center

Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

Yours sincerely,

LEHMAN BROTHERS SPECIAL FINANCING INC.

By:   
Name: T. Courtney Jenkins  
Title: Vice President

Confirmed as of the  
date first above written:

THE RUTLAND HOSPITAL, INC.

By: \_\_\_\_\_  
Name: Edward T. Ogorzalek  
Title: Chief Financial Officer

Please check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified. Please confirm that the foregoing correctly sets forth the terms of the agreement between Party A and Party B with respect to the particular Transaction to which this Confirmation relates by signing in the space provided below and immediately returning a copy of the executed Confirmation to Party A.

Yours sincerely,

LEHMAN BROTHERS SPECIAL FINANCING INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Confirmed as of the  
date first above written:

THE RUTLAND HOSPITAL, INC.

By: Edward T. Ogorzalek  
Name: Edward T. Ogorzalek  
Title: Chief Financial Officer

CERTIFICATE OF ECHO FINANCIAL PRODUCTS, LLC,  
WITH RESPECT TO  
SWAP AGREEMENT ENTERED INTO BY  
THE RUTLAND HOSPITAL, INC.,  
AND  
DEUTSCHE BANK AG  
AS OF OCTOBER 9, 2008

This certificate is furnished by the undersigned, Echo Financial Products, LLC (the "Swap Advisor"), in connection with the termination of an existing swap and the execution of a replacement swap by The Rutland Hospital, Inc., (the "Institution").

We understand that (i) Vermont Educational and Health Buildings Financing Agency (the "Agency") previously issued its \$9,575,000 Variable Rate Demand Hospital Revenue Bonds (Rutland Regional Medical Center Project) Series 2003A (the "Bonds"), on July 2, 2003 and subsequently remarketed the bonds on November 7, 2007, for the benefit of the Institution, (ii) the interest rate on the Bonds is reset daily (each such interest rate referred to herein as a "Daily Rate"), and (iii) in connection with the issuance of the Bonds, the Institution entered into an interest rate swap (the "Lehman Swap") with Lehman Brothers Special Financing Inc. ("Lehman"). Under the Lehman Swap, the Institution made fixed rate payments to Lehman based on application of a fixed rate of 2.82% (the "Fixed Rate") to the notional amount of the Lehman Swap of \$9,575,000, and Lehman made floating rate payments to the Institution based on application of the weekly reset SIFMA Municipal Swap Index in effect during the relevant computation period to the notional amount of the Swap (the "Floating Rate"). The Lehman Swap had an original termination date of April 1, 2015 (the "Original Termination Date").

We further understand that (a) the Lehman Swap was terminated by the Institution, (b) the Institution owes a termination payment to Lehman that is based on the "Loss method" as set forth in the Lehman Swap, which is equal to the cost of obtaining a swap with substantially similar economic terms and conditions to replace the Lehman Swap (the "Loss Amount") (a calculation of the Loss Amount is attached as Appendix A), (c) pursuant to the bidding process described herein, the Institution will enter into a swap with Deutsche Bank AG (the "Counterparty") with similar terms and conditions as the Lehman Swap, including but not limited to the notional amount, Fixed Rate, Floating Rate and Original Termination Date, pursuant to a Master Agreement effective as of October 9, 2008 and a Confirmation effective October 9, 2008 (the "Swap"), and (d) in connection with the execution of the Swap, the Institution will agree to pay a fixed rate of 3.50% to the Counterparty for the life of the Swap (the "Fixed Rate II").

In addition, the Counterparty is expected to pay to the Swap Advisor a swap advisory fee of \$10,000 (the "Swap Advisor Payment") for services rendered by the Swap Advisor to the Institution, including matters pertaining to the termination of the Lehman Swap and the entering into of the Swap.

We understand that the Institution is entering into the Swap in order (i) to provide a hedge against interest rate changes with respect to the Bonds, and (ii) to include the payments

with respect to the Swap in calculating the yield on the Bonds as provided under Section 1.148-4(h) of the Treasury Regulations.

In connection with the execution and delivery of the Swap, the undersigned HEREBY CERTIFIES as follows:

I. Index Correlation

1. We were requested to, and have, run calculations for a testing period from October 9, 2005, to October 9, 2008 (the "Testing Period"). Due to limited daily remarketing data of the Institution, we utilized actual remarketing data of tax exempt daily floating rate bond issues for issuers of similar credit quality and having similar credit enhancement to the Bonds. Based on such calculations, we conclude that the average of the Floating Rate and the average of the Daily Rate, for the Testing Period, does not differ by more than 25 basis points (0.25%). A copy of the above referenced calculations are attached hereto as Appendix B.

II. Competitive Bidding Process

1. The Swap Advisor, at the direction of the Institution, conducted a competitive bidding process to obtain bids on the pricing of the Swap. Such process was undertaken in accordance with the standards and practices normally and customarily used by a swap advisor in effecting such hedge transactions. The solicitation of bids was evidenced by a document prepared by the Swap Advisor and entitled The Rutland Hospital, Inc. Floating to Fixed Interest Rate Swap Term Sheet (the "Term Sheet"), a copy of which is attached hereto as Appendix C. The Term Sheet sets forth all material terms of the Swap and set forth the timing of submission of bids as well as the basis for awarding the Swap to bidders.

2. As indicated above, the bidding process established both the cost of obtaining a replacement swap with similar terms and conditions as the Lehman Swap and the termination payment to be received with respect to the termination of the Lehman Swap, and determined the Fixed Rate II to be paid by the Institution for the life of the Swap. Bidders were provided with the Fixed Rate and asked to bid the highest up-front payment payable by the Institution as of October 9, 2008. The winning bidder would be that entity providing the highest up-front payment. Such bidder was the Counterparty with a bid of \$150,000. The Institution elected to pay the Fixed Rate II rather than make an upfront payment to the Counterparty.

3. The Swap Advisor did not convey any information to any bidder that would tend to induce a bidder to bid an up-front payment different from an up-front payment based solely on the information contained in the Term Sheet or otherwise reasonably available to all bidders through other sources. In addition, all bidders had an equal opportunity to bid for the Swap.

We understand that the foregoing information will be relied upon by the Institution for purposes of its compliance with the arbitrage rules under Section 148 of the Internal Revenue Code and by Sidley Austin LLP in advising the Institution with respect to such compliance. The opinions expressed herein are not to be used, circulated, quoted or otherwise referred to for any other purpose without the express written consent of undersigned. Further, the opinions expressed herein are not a guarantee of the future trading relationship of the interest rates described herein nor a projection of future tax or interest rates.

Dated: October 09, 2008

*Echo Financial Products*  
ECHO FINANCIAL PRODUCTS, LLC

## Appendix A

**Rutland Regional Medical Center**

Calculation of Settlement Amount (1)

Bid Amount from DeutscheBank	(\$150,000.00)
Unpaid Swap Payments - 10/1/2008:	(4,480.04)
Accrued Cashflows - From and including 10/1/2008 to but excluding 10/9/2008	(3,626.09)
Adjustment for Professional Fees:	(26,875.00)
Net Termination Amount Due:	<u>(\$184,981.13)</u>
Interest on Net Termination Amount (2):	(\$58.29)
Settlement Amount to LBSF:	<u>(\$185,039.42)</u>

Notes: (1) Amount including Loss Amount, Unpaid Amounts, and adjustment for Professional Fees and interest until remitted.

(2) Interest calculated as follows: Interest due thereon from and including the Early Termination Date to but excluding the date it was paid, with daily compounding and the actual number of days elapsed all at the Applicable Rate, i.e. the Non-Default Rate. Non-Default Rate equal to: Rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non- Defaulting Party if it were to fund the relevant amount.

Hospital's Cost of Funding:	2.300%
Early Termination Date:	10/9/2008
Settlement Amount Payment Date:	10/14/2008

## Appendix B

Comparable Transaction	A	B	C	Average of Comparable Transactions	60% of USD-BBA-LIBOR having a Three-Month Maturity	SIFMA
CUSIP	\$241607V0 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (M.L. Ascutney Hospital Project) 2004 Series A	\$241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Series A	\$241608B3 - Vermont Educational and Health Buildings Financing Agency, \$20,315,000 Variable Rate Demand Hospital Revenue Bonds (Gifford Memorial Hospital Project) 2005 Series A			
State:	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Bank			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Price
10/7/2005	2.750	2.750	2.910	2.803	2.66	2.650
10/11/2005	2.620	2.620	2.910	2.717	2.64	2.650
10/13/2005	2.600	2.600	2.680	2.693	2.65	2.650
10/13/2005	2.600	2.600	2.860	2.692	2.70	2.650
10/14/2005	2.500	2.500	2.860	2.627	2.71	2.650
10/17/2005	2.630	2.520	2.860	2.641	2.72	2.650
10/18/2005	2.590	2.530	2.880	2.647	2.72	2.650
10/18/2005	2.560	2.560	2.860	2.657	2.75	2.650
10/20/2005	2.510	2.610	2.850	2.680	2.74	2.650
10/21/2005	2.660	2.680	2.850	2.723	2.75	2.650
10/24/2005	2.690	2.680	2.850	2.743	2.75	2.650
10/25/2005	2.700	2.703	2.850	2.750	2.76	2.650
10/26/2005	2.720	2.720	2.850	2.747	2.77	2.700
10/27/2005	2.750	2.750	2.950	2.817	2.78	2.700
10/28/2005	2.650	2.850	2.950	2.853	2.78	2.700
10/31/2005	2.650	2.850	2.950	2.853	2.78	2.700
11/1/2005	2.840	2.660	2.950	2.770	2.78	2.700
11/2/2005	2.560	2.560	2.860	2.664	2.76	2.610
11/3/2005	2.550	2.550	2.860	2.653	2.75	2.610
11/4/2005	2.760	2.760	2.860	2.793	2.79	2.810
11/7/2005	2.000	2.800	2.860	2.820	2.76	2.610
11/8/2005	2.830	2.830	2.860	2.840	2.79	2.610
11/8/2005	2.900	2.900	2.950	2.845	2.78	2.700
11/11/2005	2.970	2.870	3.150	3.039	2.80	2.900
11/14/2005	3.000	3.000	3.150	3.050	2.80	2.900
11/15/2005	3.020	3.020	3.150	3.053	2.82	2.900
11/16/2005	2.950	2.950	3.280	3.000	2.82	3.030
11/17/2005	2.900	2.900	3.280	3.000	2.83	3.030
11/17/2005	2.900	2.900	3.200	3.080	2.83	3.030
11/18/2005	2.980	2.980	3.200	3.090	2.84	3.030
11/22/2005	2.990	2.990	3.280	3.087	2.85	3.030
11/23/2005	3.010	3.010	3.280	3.103	2.85	3.040
11/25/2005	3.030	3.030	3.280	3.117	2.86	3.040
11/28/2005	3.020	3.020	3.280	3.110	2.87	3.040
11/29/2005	3.000	3.000	3.280	3.057	2.92	3.044
11/30/2005	3.000	3.000	3.230	3.077	2.92	2.586
12/1/2005	2.970	2.970	3.230	3.059	2.83	2.500
12/2/2005	2.500	2.500	3.230	3.016	2.84	2.600
12/5/2005	2.650	2.650	3.230	3.043	2.85	2.580
12/5/2005	2.500	2.500	3.230	2.743	2.85	2.580
12/7/2005	3.420	2.420	3.060	2.833	2.95	2.810
12/8/2005	2.530	2.530	3.060	2.707	2.95	2.810
12/8/2005	2.630	2.630	3.060	2.773	2.97	2.610
12/12/2005	2.770	2.770	3.060	2.867	2.97	2.610
12/13/2005	2.900	2.900	3.060	2.853	2.97	2.810
12/14/2005	3.020	3.020	3.120	3.120	2.97	3.070
12/15/2005	3.050	3.050	3.120	3.140	2.97	3.070
12/16/2005	3.170	3.170	3.220	3.220	2.97	3.070
12/19/2005	3.150	3.150	3.220	3.207	2.97	3.076
12/20/2005	3.130	3.130	3.220	3.193	2.97	3.070
12/21/2005	2.980	2.980	3.630	3.307	2.97	3.380
12/22/2005	3.260	3.260	3.630	3.307	2.98	3.380
12/23/2005	3.290	3.290	3.630	3.410	2.98	3.280
12/27/2005	3.210	3.290	3.630	3.403	2.98	3.280
12/28/2005	3.420	3.420	3.722	3.553	2.98	3.510
12/29/2005	3.550	3.550	3.700	3.626	2.98	3.510
12/30/2005	3.760	3.760	3.760	3.763	2.98	3.810
1/3/2006	3.000	3.000	3.760	3.263	2.99	3.510
1/4/2006	2.630	2.630	3.160	2.813	2.99	2.930
1/5/2006	2.840	2.840	3.160	2.828	2.99	2.930
1/6/2006	2.000	2.000	3.160	2.793	3.01	2.930
1/9/2006	2.630	2.630	3.160	2.813	3.02	2.936
1/10/2006	2.710	2.710	3.160	2.867	3.02	2.930
1/11/2006	2.600	2.600	3.210	2.937	3.02	2.960
1/12/2006	2.830	2.830	3.210	2.957	3.04	2.960
1/13/2006	2.920	2.920	3.210	3.017	3.04	2.960
1/17/2006	2.930	2.930	3.210	3.023	3.05	2.960
1/18/2006	2.900	2.900	3.260	3.050	3.05	3.016
1/19/2006	2.670	2.740	3.260	3.067	3.07	3.016
1/20/2006	2.910	2.910	3.260	3.027	3.07	3.016
1/23/2006	2.910	2.910	3.260	3.027	3.08	3.016
1/24/2006	2.470	2.470	3.260	3.067	3.08	3.016
1/25/2006	2.980	2.980	3.270	3.077	3.09	3.020
1/26/2006	3.020	3.020	3.270	3.103	3.10	3.020
1/27/2006	3.050	3.050	3.270	3.123	3.11	3.020
1/29/2006	3.050	3.050	3.270	3.123	3.11	3.020
1/31/2006	3.050	3.050	3.270	3.150	3.11	3.020
2/1/2006	2.950	2.950	3.250	3.043	3.11	2.988
2/2/2006	2.850	2.850	3.250	2.977	3.11	2.988
2/3/2006	2.850	2.850	3.250	2.977	3.11	2.988
2/6/2006	3.020	3.020	3.250	3.050	3.11	2.988
2/7/2006	3.050	3.050	3.250	3.110	3.11	2.988
2/8/2006	3.060	3.060	3.250	3.113	3.11	2.988
2/9/2006	3.110	3.110	3.260	3.192	3.11	3.110
2/10/2006	3.100	3.100	3.260	3.227	3.11	3.110
2/13/2006	3.170	3.170	3.260	3.233	3.11	3.110
2/14/2006	3.160	3.160	3.260	3.240	3.11	3.110
2/15/2006	3.160	3.160	3.470	3.263	3.11	3.220
2/16/2006	3.170	3.170	3.470	3.270	3.11	3.220
2/17/2006	3.150	3.150	3.470	3.275	3.11	3.220
2/21/2006	3.130	3.130	3.470	3.243	3.11	3.220
2/22/2006	3.100	3.100	3.450	3.216	3.11	3.160
2/23/2006	3.050	3.050	3.430	3.177	3.11	3.160
2/24/2006	3.000	3.000	3.430	3.143	3.11	3.160
2/27/2006	2.970	2.970	3.430	3.123	3.11	3.160
2/28/2006	2.980	2.980	3.430	3.130	3.11	3.160
3/1/2006	2.800	2.800	3.270	2.957	3.11	3.020
3/2/2006	2.800	2.800	3.270	2.957	3.11	3.020

CUSIP	A	B	C	Average of Comparable Transactions	60% of USD-BBA-LIBOR Having a Three-Month Maturity	SIFMA
State:	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Bank			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Price
3/3/2006	2.000	2.000	2.070	2.057	2.18	1.020
3/5/2006	2.000	2.000	2.070	2.057	2.19	1.020
3/7/2006	2.000	2.030	2.070	2.057	2.19	1.020
3/9/2006	3.010	3.010	3.000	3.107	3.15	2.050
3/15/2006	3.050	3.050	3.009	3.133	3.21	3.050
3/19/2006	3.000	3.000	3.000	3.156	3.22	3.050
3/12/2006	3.040	3.040	3.000	3.153	3.23	3.050
3/14/2006	3.040	3.040	3.000	3.160	3.23	3.050
3/15/2006	3.100	3.100	3.090	3.107	3.23	3.140
3/16/2006	3.150	3.150	3.090	3.250	3.25	3.140
3/17/2006	3.130	3.130	3.060	3.217	3.25	3.140
3/20/2006	3.100	3.100	3.090	3.197	3.26	3.140
3/21/2006	3.120	3.120	3.090	3.210	3.25	3.140
3/22/2006	3.120	3.120	3.410	3.217	3.27	3.160
3/23/2006	3.130	3.130	3.410	3.223	3.28	3.160
3/24/2006	3.120	3.120	3.410	3.217	3.28	3.160
3/27/2006	3.110	3.110	3.410	3.210	3.28	3.160
3/28/2006	3.110	3.110	3.410	3.210	3.28	3.160
3/29/2006	3.110	3.110	3.420	3.215	3.28	3.170
3/30/2006	3.110	3.110	3.420	3.213	3.28	3.170
3/31/2006	3.100	3.100	3.420	3.207	3.28	3.170
4/3/2006	3.070	3.070	3.420	3.187	3.28	3.170
4/4/2006	3.020	3.020	3.420	3.153	3.28	3.170
4/5/2006	2.670	2.670	3.310	3.093	3.21	3.050
4/6/2006	2.970	2.970	3.310	3.095	3.20	3.050
4/7/2006	3.030	3.030	3.310	3.125	3.20	3.050
4/10/2006	3.040	3.040	3.310	3.130	3.20	3.050
4/11/2006	3.060	3.060	3.310	3.145	3.20	3.050
4/12/2006	3.260	3.260	3.660	3.417	3.33	3.445
4/13/2006	3.370	3.370	3.650	3.477	3.34	3.445
4/17/2006	3.470	3.470	3.650	3.540	3.34	3.445
4/18/2006	3.530	3.530	3.650	3.585	3.35	3.440
4/19/2006	3.620	3.620	3.650	3.720	3.35	3.700
4/20/2006	3.640	3.640	3.650	3.743	3.37	3.700
4/21/2006	3.670	3.670	3.650	3.743	3.37	3.700
4/24/2006	3.670	3.670	3.650	3.763	3.38	3.700
4/25/2006	3.650	3.650	3.650	3.750	3.38	3.700
4/26/2006	3.700	3.700	4.050	3.817	3.41	3.800
4/27/2006	3.740	3.740	4.050	3.840	3.42	3.800
4/28/2006	3.810	3.810	4.050	3.890	3.43	3.800
5/1/2006	3.700	3.700	4.050	3.817	3.43	3.800
5/2/2006	3.620	3.620	4.050	3.817	3.43	3.800
5/3/2006	3.640	3.640	4.050	3.843	3.45	3.800
5/4/2006	3.670	3.670	4.050	3.843	3.45	3.800
5/6/2006	3.670	3.670	3.650	3.540	3.44	3.560
5/14/2006	3.400	3.400	3.840	3.547	3.45	3.560
5/15/2006	3.530	3.530	3.840	3.603	3.45	3.560
5/16/2006	3.510	3.510	3.840	3.620	3.45	3.560
5/17/2006	3.510	3.510	3.840	3.620	3.45	3.560
5/18/2006	3.520	3.520	3.690	3.443	3.45	3.440
5/19/2006	3.380	3.380	3.690	3.483	3.45	3.440
5/22/2006	3.410	3.410	3.690	3.503	3.45	3.440
5/23/2006	3.440	3.440	3.690	3.523	3.46	3.440
5/24/2006	3.450	3.450	3.720	3.540	3.46	3.470
5/25/2006	3.450	3.450	3.720	3.540	3.46	3.470
5/26/2006	3.560	3.560	3.720	3.607	3.46	3.470
5/30/2006	3.530	3.530	3.720	3.593	3.47	3.470
5/31/2006	3.560	3.560	3.470	3.530	3.48	3.220
6/1/2006	3.340	3.340	3.580	3.420	3.45	3.220
6/2/2006	3.000	3.000	3.290	3.297	3.45	3.220
6/5/2006	3.200	3.200	3.810	3.303	3.45	3.220
6/6/2006	3.400	3.400	3.810	3.400	3.50	3.220
6/7/2006	3.510	3.510	3.810	3.513	3.50	3.460
6/8/2006	3.630	3.630	3.820	3.627	3.52	3.460
6/9/2006	3.750	3.750	3.720	3.743	3.52	3.460
6/12/2006	3.860	3.860	3.800	3.800	3.52	3.460
6/13/2006	3.830	3.830	3.800	3.800	3.52	3.460
6/14/2006	3.800	3.800	3.800	3.800	3.52	3.460
6/15/2006	3.650	3.650	3.870	3.857	3.57	3.860
6/16/2006	3.640	3.640	3.870	3.937	3.58	3.860
6/17/2006	2.920	3.920	3.910	3.917	3.58	3.860
6/20/2006	3.910	3.910	3.910	3.919	3.60	3.860
6/21/2006	3.900	3.900	3.900	3.903	3.61	3.870
6/22/2006	3.920	3.920	3.910	3.917	3.62	3.870
6/23/2006	3.950	3.950	3.940	3.947	3.63	3.880
6/25/2006	3.910	3.910	3.920	3.913	3.63	3.870
6/27/2006	2.900	3.900	3.920	3.913	3.63	3.870
6/28/2006	2.900	3.900	3.920	3.913	3.63	3.870
6/29/2006	3.900	3.900	3.920	3.917	3.64	3.870
6/30/2006	4.010	4.010	4.030	4.017	3.65	3.870
7/5/2006	3.800	3.800	3.850	3.830	3.65	3.970
7/5/2006	3.570	3.570	3.550	3.577	3.65	3.970
7/7/2006	3.450	3.450	3.276	3.410	3.63	3.670
7/7/2006	3.270	3.270	3.250	3.263	3.64	3.670
7/8/2006	3.170	3.170	3.250	3.263	3.64	3.670
7/11/2006	3.130	3.130	3.180	3.167	3.64	3.670
7/12/2006	3.160	3.160	3.130	3.196	3.64	3.670
7/13/2006	3.270	3.270	3.240	3.196	3.64	3.670
7/14/2006	3.430	3.430	3.280	3.416	3.65	3.420
7/17/2006	3.480	3.480	3.460	3.476	3.65	3.420
7/18/2006	3.480	3.480	3.460	3.486	3.65	3.420
7/19/2006	3.460	3.460	3.460	3.486	3.65	3.420
7/20/2006	3.460	3.460	3.460	3.486	3.65	3.420
7/21/2006	3.640	3.640	3.640	3.637	3.67	3.560

Comparable Transaction	A	B	C	Average of Comparable Transactions	60% of USD-BBA-LIBOR HAVING A Three-Month Maturity	SIFMA
CUSIP	Vermont	Vermont	Vermont			
State:	Vermon	Vermon	Vermon			
LOC Provider:	TD Bank North	TD Bank North	Kay Bank			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Price
7/25/2006	3.670	3.670	3.650	3.663	3.67	3.660
7/26/2006	3.650	3.650	3.620	3.640	3.67	3.640
7/27/2006	3.670	3.670	3.650	3.663	3.67	3.640
7/28/2006	3.670	3.670	3.650	3.663	3.67	3.640
7/31/2006	3.690	3.690	3.670	3.683	3.67	3.640
8/1/2006	3.550	3.550	3.520	3.540	3.67	3.640
8/2/2006	3.560	3.560	3.560	3.560	3.67	3.640
8/3/2006	3.210	3.210	3.220	3.213	3.67	3.440
8/4/2006	3.140	3.140	3.120	3.133	3.69	3.440
8/7/2006	3.170	3.170	3.150	3.163	3.69	3.440
8/8/2006	3.270	3.270	3.220	3.253	3.65	3.430
8/9/2006	3.340	3.340	3.300	3.337	3.63	3.420
8/10/2006	3.460	3.460	3.400	3.440	3.63	3.420
8/11/2006	3.570	3.570	3.580	3.573	3.65	3.420
8/14/2006	3.510	3.510	3.620	3.612	3.62	3.420
8/15/2006	3.680	3.680	3.670	3.683	3.62	3.420
8/16/2006	3.600	3.600	3.620	3.607	3.62	3.420
8/17/2006	3.600	3.600	3.580	3.605	3.62	3.420
8/18/2006	3.600	3.600	3.580	3.583	3.62	3.420
8/21/2006	3.570	3.570	3.640	3.567	3.62	3.420
8/22/2006	3.550	3.550	3.550	3.556	3.62	3.420
8/23/2006	3.500	3.500	3.500	3.500	3.62	3.420
8/24/2006	3.470	3.470	3.460	3.487	3.62	3.500
8/25/2006	3.500	3.500	3.500	3.500	3.62	3.500
8/28/2006	3.500	3.500	3.500	3.500	3.62	3.500
8/29/2006	3.540	3.540	3.550	3.537	3.62	3.500
8/30/2006	3.540	3.540	3.550	3.540	3.62	3.500
8/31/2006	3.600	3.600	3.580	3.597	3.62	3.500
9/1/2006	3.580	3.580	3.580	3.577	3.62	3.500
9/5/2006	3.300	3.300	3.300	3.323	3.62	3.410
9/6/2006	3.300	3.300	3.260	3.300	3.62	3.410
9/7/2006	3.300	3.300	3.280	3.295	3.62	3.350
9/8/2006	3.290	3.290	3.300	3.313	3.62	3.350
9/11/2006	3.340	3.340	3.400	3.393	3.62	3.350
9/12/2006	3.510	3.510	3.500	3.507	3.62	3.350
9/13/2006	3.510	3.510	3.510	3.510	3.62	3.350
9/14/2006	3.510	3.510	3.510	3.510	3.62	3.350
9/15/2006	3.600	3.600	3.500	3.593	3.62	3.350
9/16/2006	3.690	3.690	3.650	3.677	3.62	3.350
9/17/2006	3.750	3.750	3.730	3.743	3.62	3.440
9/20/2006	3.750	3.750	3.730	3.743	3.62	3.440
9/22/2006	3.750	3.750	3.760	3.753	3.62	3.440
9/25/2006	3.800	3.800	3.800	3.800	3.62	3.733
9/26/2006	3.800	3.800	3.800	3.800	3.62	3.733
9/27/2006	3.790	3.790	3.800	3.793	3.62	3.733
9/28/2006	3.800	3.800	3.800	3.800	3.62	3.733
9/29/2006	3.850	3.850	3.800	3.800	3.62	3.740
10/2/2006	3.550	3.550	3.550	3.550	3.62	3.740
10/3/2006	3.370	3.370	3.380	3.363	3.62	3.740
10/4/2006	3.230	3.230	3.220	3.227	3.62	3.740
10/5/2006	3.250	3.250	3.250	3.250	3.62	3.740
10/6/2006	3.390	3.390	3.380	3.380	3.62	3.740
10/10/2006	3.490	3.490	3.490	3.490	3.62	3.740
10/11/2006	3.540	3.540	3.500	3.527	3.62	3.740
10/12/2006	3.550	3.550	3.550	3.550	3.62	3.740
10/13/2006	3.690	3.690	3.600	3.633	3.62	3.740
10/14/2006	3.600	3.600	3.550	3.560	3.62	3.740
10/17/2006	3.600	3.600	3.580	3.567	3.62	3.740
10/18/2006	3.590	3.590	3.610	3.603	3.62	3.740
10/19/2006	3.590	3.590	3.600	3.596	3.62	3.740
10/20/2006	3.600	3.600	3.800	3.600	3.62	3.740
10/23/2006	3.600	3.600	3.600	3.600	3.62	3.740
10/24/2006	3.600	3.600	3.580	3.597	3.62	3.740
10/25/2006	3.580	3.580	3.580	3.587	3.62	3.740
10/26/2006	3.580	3.580	3.580	3.583	3.62	3.740
10/27/2006	3.630	3.630	3.660	3.633	3.62	3.740
10/30/2006	3.610	3.610	3.620	3.623	3.62	3.740
10/31/2006	3.650	3.650	3.610	3.617	3.62	3.740
11/1/2006	3.350	3.350	3.340	3.347	3.62	3.740
11/2/2006	3.370	3.370	3.340	3.347	3.62	3.740
11/3/2006	2.510	3.510	3.480	3.360	3.62	3.350
11/6/2006	3.600	3.600	3.600	3.600	3.62	3.350
11/7/2006	3.850	3.850	3.880	3.857	3.62	3.350
11/9/2006	3.650	3.650	3.640	3.647	3.62	3.350
11/10/2006	3.640	3.640	3.640	3.647	3.62	3.350
11/11/2006	3.680	3.680	3.680	3.687	3.62	3.350
11/12/2006	3.650	3.650	3.660	3.653	3.62	3.350
11/15/2006	3.680	3.680	3.660	3.663	3.62	3.350
11/18/2006	3.670	3.670	3.670	3.670	3.62	3.370
11/20/2006	3.600	3.600	3.600	3.600	3.62	3.370
11/21/2006	3.650	3.650	3.660	3.653	3.62	3.370
11/22/2006	3.650	3.650	3.670	3.670	3.62	3.370
11/23/2006	3.650	3.650	3.660	3.663	3.62	3.370
11/24/2006	3.650	3.650	3.660	3.663	3.62	3.370
11/25/2006	3.650	3.650	3.660	3.663	3.62	3.370
11/26/2006	3.650	3.650	3.660	3.663	3.62	3.370
11/27/2006	3.650	3.650	3.670	3.670	3.62	3.370
11/28/2006	3.650	3.650	3.660	3.663	3.62	3.370
11/29/2006	3.650	3.650	3.660	3.663	3.62	3.370
11/30/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/1/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/2/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/3/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/4/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/5/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/6/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/7/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/8/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/9/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/10/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/11/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/12/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/13/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/14/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/15/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/16/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/17/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/18/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/19/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/20/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/21/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/22/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/23/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/24/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/25/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/26/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/27/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/28/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/29/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/30/2006	3.650	3.650	3.660	3.663	3.62	3.370
12/31/2006	3.650	3.650	3.660	3.663	3.62	3.370
1/1/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/2/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/3/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/4/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/5/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/6/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/7/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/8/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/9/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/10/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/11/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/12/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/13/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/14/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/15/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/16/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/17/2007	3.650	3.650	3.660	3.663	3.62	3.370
1/18/20						

Comparable Transaction	A	B	C	Average of Comparable Transactions	65% of USD-BBA LIBOR Having x Three-Month Maturity	SIFMA
CUSIP	9241607VD - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Milt. Acute Care Hospital Project) 2004 Series A	9241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Series A	9241608B3 - Vermont Educational and Health Buildings Financing Agency, \$20,315,000 Variable Rate Demand Hospital Revenue Bonds (Gifford Memorial Hospital Project) 2006 Series A			
State:	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Bank			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Price
12/1/2006	3.620	3.500	3.510	3.500	3.64	3.590
12/15/2006	3.770	3.620	3.590	3.660	3.64	3.560
12/18/2006	3.830	3.770	3.750	3.783	3.64	3.580
12/19/2006	3.850	3.800	3.800	3.820	3.64	3.590
12/20/2006	3.850	3.800	3.060	3.847	3.64	3.590
12/21/2006	3.800	3.850	3.860	3.870	3.64	3.690
12/22/2006	3.850	3.900	3.800	3.813	3.64	3.690
12/26/2006	3.950	3.950	3.920	3.940	3.64	3.690
12/27/2006	3.920	3.950	3.920	3.930	3.64	3.690
12/28/2006	3.900	3.920	3.920	3.913	3.64	3.690
12/29/2006	4.000	3.900	3.920	3.940	3.64	3.910
1/2/2007	3.900	4.000	4.010	3.970	3.62	3.910
1/3/2007	3.400	3.900	3.900	3.743	3.62	3.910
1/4/2007	3.240	3.400	3.400	3.360	3.62	3.450
1/5/2007	3.150	3.240	3.310	3.333	3.62	3.450
1/6/2007	3.500	3.350	3.310	3.387	3.62	3.450
1/9/2007	3.080	3.500	3.510	3.553	3.62	3.450
1/10/2007	3.080	3.650	3.640	3.657	3.62	3.450
1/11/2007	3.680	3.680	3.640	3.667	3.62	3.630
1/12/2007	3.680	3.680	3.660	3.673	3.62	3.630
1/16/2007	3.680	3.680	3.700	3.680	3.62	3.630
1/17/2007	3.600	3.680	3.600	3.630	3.62	3.630
1/18/2007	3.600	3.600	3.610	3.603	3.62	3.620
1/19/2007	3.620	3.620	3.620	3.607	3.62	3.620
1/22/2007	3.020	3.620	3.620	3.620	3.62	3.620
1/23/2007	3.020	3.620	3.620	3.620	3.62	3.620
1/24/2007	3.620	3.620	3.610	3.617	3.62	3.620
1/25/2007	3.670	3.670	3.650	3.663	3.62	3.610
1/26/2007	3.620	3.680	3.680	3.680	3.62	3.610
1/29/2007	3.690	3.690	3.680	3.680	3.62	3.610
1/30/2007	3.680	3.680	3.690	3.680	3.62	3.610
1/31/2007	3.730	3.730	3.710	3.723	3.62	3.610
2/1/2007	3.530	3.530	3.520	3.527	3.62	3.580
2/2/2007	3.510	3.510	3.520	3.513	3.62	3.580
2/5/2007	3.500	3.500	3.450	3.487	3.62	3.500
2/6/2007	3.510	3.510	3.510	3.510	3.62	3.500
2/7/2007	3.550	3.550	3.540	3.547	3.62	3.500
2/8/2007	3.580	3.580	3.580	3.580	3.62	3.500
2/9/2007	3.630	3.630	3.620	3.627	3.62	3.590
2/12/2007	3.670	3.670	3.620	3.620	3.62	3.620
2/13/2007	3.650	3.650	3.650	3.657	3.62	3.590
2/14/2007	3.600	3.600	3.650	3.650	3.62	3.590
2/15/2007	3.660	3.660	3.650	3.663	3.62	3.650
2/16/2007	3.880	3.680	3.650	3.683	3.62	3.650
2/20/2007	3.680	3.650	3.640	3.670	3.62	3.650
2/21/2007	3.650	3.640	3.660	3.657	3.62	3.650
2/22/2007	3.640	3.650	3.640	3.650	3.62	3.650
2/23/2007	3.650	3.640	3.650	3.650	3.62	3.650
2/26/2007	3.640	3.650	3.640	3.647	3.62	3.650
2/27/2007	3.650	3.650	3.640	3.647	3.62	3.650
2/28/2007	3.650	3.650	3.640	3.647	3.62	3.650
3/1/2007	3.500	3.600	3.640	3.593	3.62	3.510
3/2/2007	3.500	3.500	3.410	3.513	3.62	3.510
3/6/2007	3.500	3.530	3.480	3.480	3.62	3.510
3/8/2007	3.540	3.580	3.520	3.530	3.62	3.520
3/9/2007	3.580	3.600	3.560	3.560	3.62	3.520
3/10/2007	3.000	3.610	3.560	3.583	3.62	3.520
3/11/2007	3.610	3.820	3.600	3.610	3.62	3.520
3/12/2007	3.620	3.830	3.610	3.620	3.62	3.520
3/14/2007	3.630	3.670	3.650	3.650	3.62	3.600
3/15/2007	3.670	3.710	3.680	3.687	3.62	3.600
3/16/2007	3.710	3.700	3.690	3.700	3.62	3.600
3/19/2007	3.700	3.700	3.680	3.687	3.62	3.600
3/20/2007	3.700	2.670	3.670	3.680	3.62	3.650
3/21/2007	3.670	3.550	3.660	3.660	3.62	3.650
3/22/2007	3.650	3.670	3.670	3.663	3.62	3.650
3/23/2007	3.670	3.650	3.660	3.663	3.62	3.650
3/26/2007	3.650	3.650	3.650	3.660	3.62	3.650
3/27/2007	3.650	3.670	3.660	3.663	3.62	3.650
3/28/2007	3.650	3.670	3.660	3.663	3.62	3.650
3/29/2007	3.650	3.710	3.700	3.692	3.62	3.650
3/30/2007	3.600	3.600	3.750	3.753	3.62	3.650
4/2/2007	2.750	3.750	3.704	3.770	3.62	3.650
4/3/2007	2.650	3.600	3.606	3.627	3.62	3.650
4/4/2007	3.600	3.650	3.650	3.653	3.62	3.650
4/5/2007	3.650	3.670	3.660	3.660	3.62	3.650
4/6/2007	3.650	3.670	3.670	3.667	3.62	3.650
4/10/2007	3.630	3.640	3.630	3.643	3.62	3.610
4/11/2007	3.630	3.640	3.640	3.643	3.62	3.610
4/12/2007	5.660	3.720	3.700	3.663	3.62	3.700
4/13/2007	5.780	3.760	3.716	3.730	3.62	3.700
4/16/2007	3.720	3.750	3.710	3.733	3.62	3.700
4/17/2007	3.750	3.740	3.740	3.740	3.62	3.700
4/18/2007	3.780	3.830	3.760	3.763	3.62	3.760
4/19/2007	3.830	3.850	3.810	3.807	3.62	3.760
4/20/2007	3.850	3.850	3.880	3.853	3.62	3.760
4/23/2007	3.850	3.900	3.900	3.803	3.62	3.760
4/24/2007	3.900	3.920	3.810	3.910	3.62	3.760
4/25/2007	3.920	3.920	3.916	3.917	3.62	3.760
4/26/2007	3.960	4.030	3.970	3.957	3.62	3.760
4/27/2007	4.030	4.060	4.010	4.007	3.62	3.760
4/30/2007	4.000	4.120	4.060	4.047	3.62	3.760
5/1/2007	4.120	4.000	4.060	4.080	3.62	3.760
5/2/2007	4.000	3.950	3.920	4.027	3.62	3.760
5/3/2007	3.960	3.970	3.930	3.983	3.62	3.760
5/4/2007	3.970	3.920	3.930	3.953	3.62	3.760

Comparable Transaction	A	B	C	Average of Comparable Transactions	6M% of USD-BBA-LIBOR Having a Three Month Maturity	SIFMA
CUSIP	#241607V0 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (M. Ascutney Hospital Project) 2004 Series A	#241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Series A	#241608B3 - Vermont Educational and Health Buildings Financing Agency, \$20,315,000 Variable Rate Demand Hospital Revenue Bonds (Birchwood Memorial Hospital Project) 2005 Series A			
State:	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Bank:			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Price
5/7/2007	3.920	3.900	3.930	3.917	3.62	3.820
5/8/2007	3.900	3.880	3.900	3.907	3.62	3.916
5/8/2007	3.950	3.920	3.923	3.910	3.62	3.910
5/10/2007	3.920	3.930	3.940	3.920	3.62	3.910
5/11/2007	3.930	3.920	3.940	3.930	3.62	3.910
5/14/2007	3.920	3.850	3.900	3.890	3.62	3.910
5/15/2007	3.860	3.810	3.850	3.840	3.62	3.910
5/16/2007	3.810	3.820	3.840	3.820	3.62	3.850
5/17/2007	3.820	3.820	3.800	3.830	3.62	3.850
5/18/2007	3.820	3.810	3.800	3.830	3.62	3.850
5/21/2007	3.810	3.800	3.850	3.820	3.62	3.850
5/22/2007	3.800	3.800	3.850	3.817	3.62	3.850
5/23/2007	3.800	3.800	3.800	3.810	3.62	3.850
5/24/2007	3.800	3.800	3.840	3.823	3.62	3.850
5/25/2007	3.800	3.810	3.800	3.823	3.62	3.850
5/26/2007	3.810	3.800	3.800	3.823	3.62	3.850
5/30/2007	3.800	3.870	3.900	3.857	3.62	3.760
5/31/2007	3.870	3.800	3.850	3.827	3.62	3.760
6/1/2007	3.800	3.850	3.810	3.827	3.62	3.760
6/4/2007	3.850	3.850	3.870	3.767	3.62	3.760
6/5/2007	3.500	3.580	3.620	3.617	3.62	3.760
6/8/2007	3.550	3.600	3.590	3.573	3.62	3.610
6/7/2007	3.600	3.600	3.590	3.580	3.62	3.610
6/8/2007	3.680	3.700	3.710	3.663	3.62	3.610
6/11/2007	3.700	3.680	3.710	3.687	3.62	3.610
6/12/2007	3.680	3.680	3.710	3.687	3.62	3.610
6/13/2007	3.680	3.660	3.710	3.690	3.62	3.710
6/14/2007	3.660	3.670	3.710	3.683	3.62	3.710
6/15/2007	3.670	3.700	3.710	3.690	3.62	3.710
6/16/2007	3.700	3.800	3.770	3.693	3.62	3.710
6/19/2007	3.690	3.700	3.720	3.703	3.62	3.710
6/20/2007	3.700	3.720	3.740	3.707	3.62	3.720
6/21/2007	3.720	3.730	3.740	3.720	3.62	3.730
6/22/2007	3.730	3.730	3.750	3.725	3.62	3.730
6/25/2007	3.680	3.710	3.750	3.720	3.62	3.730
6/26/2007	3.710	3.710	3.750	3.713	3.62	3.730
6/27/2007	3.710	3.750	3.770	3.723	3.62	3.730
6/28/2007	3.750	3.800	3.800	3.743	3.62	3.730
6/28/2007	3.800	3.750	3.740	3.837	3.62	3.730
7/2/2007	3.750	3.600	3.740	3.720	3.62	3.730
7/3/2007	3.700	3.700	3.740	3.707	3.62	3.730
7/6/2007	3.700	3.700	3.750	3.713	3.62	3.730
7/8/2007	3.520	3.520	3.540	3.553	3.62	3.600
7/10/2007	3.520	3.480	3.500	3.523	3.62	3.600
7/12/2007	3.480	3.490	3.510	3.493	3.62	3.600
7/13/2007	3.490	3.490	3.520	3.500	3.62	3.600
7/14/2007	3.490	3.520	3.550	3.500	3.62	3.600
7/17/2007	3.490	3.520	3.550	3.500	3.62	3.600
7/18/2007	3.520	3.530	3.550	3.533	3.62	3.600
7/19/2007	3.530	3.530	3.550	3.533	3.62	3.600
7/20/2007	3.530	3.530	3.550	3.533	3.62	3.600
7/23/2007	3.600	3.600	3.610	3.603	3.62	3.600
7/24/2007	3.600	3.580	3.610	3.603	3.62	3.600
7/25/2007	3.580	3.600	3.610	3.597	3.62	3.600
7/26/2007	3.600	3.580	3.610	3.597	3.62	3.600
7/27/2007	3.600	3.600	3.610	3.600	3.62	3.600
7/29/2007	3.600	3.600	3.610	3.603	3.62	3.600
7/30/2007	3.600	3.600	3.610	3.603	3.62	3.600
7/31/2007	3.600	3.600	3.610	3.603	3.62	3.600
8/1/2007	3.620	3.620	3.610	3.603	3.62	3.600
8/2/2007	3.450	3.470	3.500	3.487	3.62	3.580
8/3/2007	3.470	3.470	3.500	3.488	3.62	3.580
8/6/2007	3.470	3.470	3.500	3.488	3.62	3.580
8/7/2007	3.470	3.470	3.500	3.487	3.62	3.580
8/8/2007	3.470	3.470	3.500	3.488	3.62	3.580
8/9/2007	3.670	3.740	3.820	3.77	3.62	3.510
8/10/2007	3.700	3.700	3.710	3.717	3.62	3.510
8/11/2007	3.640	3.660	3.670	3.676	3.62	3.520
8/12/2007	3.660	3.680	3.680	3.657	3.62	3.520
8/13/2007	3.680	3.750	3.760	3.673	3.62	3.520
8/14/2007	3.750	3.790	3.790	3.730	3.62	3.580
8/15/2007	3.790	3.840	3.790	3.777	3.62	3.650
8/16/2007	3.840	3.810	3.810	3.846	3.62	3.610
8/17/2007	3.810	3.860	3.860	3.846	3.62	3.610
8/18/2007	3.860	3.810	3.860	3.853	3.62	3.610
8/19/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/20/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/21/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/22/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/23/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/24/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/25/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/26/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/27/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/28/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/29/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/30/2007	3.860	3.860	3.860	3.853	3.62	3.610
8/31/2007	3.860	3.860	3.860	3.853	3.62	3.610
9/1/2007	3.770	3.700	3.740	3.732	3.62	3.650
9/3/2007	3.700	3.600	3.660	3.673	3.62	3.650
9/4/2007	3.650	2.550	3.560	3.577	3.62	3.650
9/11/2007	3.530	3.500	3.540	3.546	3.62	3.650
9/12/2007	3.550	3.480	3.530	3.537	3.62	3.730
9/13/2007	3.550	3.680	3.570	3.557	3.62	3.730
9/14/2007	3.550	3.630	3.600	3.557	3.62	3.730
9/15/2007	3.550	3.770	3.780	3.667	3.62	3.840
9/16/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/17/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/18/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/19/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/20/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/21/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/22/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/23/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/24/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/25/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/26/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/27/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/28/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/29/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/30/2007	3.770	3.780	3.780	3.770	3.62	3.770
9/31/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/1/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/2/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/3/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/4/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/5/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/6/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/7/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/8/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/9/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/10/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/11/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/12/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/13/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/14/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/15/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/16/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/17/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/18/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/19/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/20/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/21/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/22/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/23/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/24/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/25/2007	3.770	3.780	3.780	3.770	3.62	3.770
10/26/2007	3.770	3.780	3.780	3.770	3.62	3.770

Comparable Transaction	A	B	C	Average of Comparable Transactions	88% of USD-BBA LIBOR Having a Three-Month Maturity	SIFMA
CUSIP	9241607V0 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (M. Ascutney Hospital Project) 2004 Series A	9241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northwestern Vermont Regional Hospital Project) 2004 Series A	9241608B3 - Vermont Educational and Health Buildings Financing Agency, \$203,15,000 Variable Rate Demand Hospital Revenue Bonds (Gifford Memorial Hospital Project) 2006 Series A			
State	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Bank			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Price
9/25/2007	3.900	3.930	3.930	3.920	3.49	3.840
9/27/2007	3.930	4.000	4.010	3.980	3.48	3.945
8/28/2007	4.000	3.730	3.740	3.823	3.48	3.640
10/12/2007	3.730	3.550	3.640	3.640	3.48	3.640
10/22/2007	3.550	3.430	3.480	3.487	3.49	3.620
10/3/2007	3.430	3.350	3.400	3.393	3.49	3.500
10/4/2007	3.350	3.430	3.460	3.413	3.48	3.500
10/5/2007	3.430	3.500	3.460	3.465	3.48	3.560
10/9/2007	3.500	3.520	3.510	3.510	3.47	3.550
10/1/2007	3.520	3.500	3.510	3.510	3.46	3.550
10/11/2007	3.500	3.510	3.530	3.513	3.44	3.550
10/12/2007	3.510	3.500	3.510	3.507	3.43	3.550
10/15/2007	3.500	3.450	3.480	3.477	3.47	3.550
10/16/2007	3.450	3.450	3.460	3.453	3.41	3.480
10/17/2007	3.450	3.400	3.450	3.427	3.40	3.480
10/18/2007	3.400	3.420	3.430	3.417	3.37	3.450
10/19/2007	3.420	3.440	3.430	3.430	3.33	3.490
10/22/2007	3.440	3.430	3.430	3.433	3.31	3.490
10/23/2007	3.430	3.440	3.430	3.433	3.30	3.490
10/24/2007	3.440	3.450	3.470	3.453	3.28	3.490
10/25/2007	3.450	3.460	3.460	3.453	3.26	3.490
10/26/2007	3.460	3.510	3.490	3.467	3.23	3.490
10/29/2007	3.510	3.520	3.520	3.517	3.21	3.490
10/30/2007	3.520	3.550	3.550	3.540	3.20	3.490
10/31/2007	3.550	3.580	3.580	3.547	3.19	3.490
11/1/2007	3.580	3.560	3.560	3.533	3.16	3.490
11/2/2007	3.560	3.410	3.400	3.367	3.17	3.280
11/5/2007	3.410	3.410	3.420	3.413	3.17	3.280
11/6/2007	3.410	3.460	3.460	3.430	3.17	3.410
11/7/2007	3.450	3.470	3.460	3.467	3.17	3.410
11/8/2007	3.470	3.520	3.500	3.507	3.17	3.410
11/9/2007	3.620	3.530	3.530	3.537	3.17	3.410
11/13/2007	3.530	3.520	3.540	3.530	3.16	3.410
11/14/2007	3.520	3.500	3.540	3.520	3.16	3.540
11/15/2007	3.500	3.510	3.540	3.517	3.22	3.540
11/16/2007	3.510	3.500	3.540	3.517	3.24	3.540
11/20/2007	3.460	3.460	3.530	3.507	3.25	3.540
11/21/2007	3.480	3.480	3.530	3.503	3.25	3.560
11/23/2007	3.480	3.480	3.530	3.497	3.26	3.580
11/26/2007	3.480	3.450	3.530	3.467	3.26	3.580
11/27/2007	3.450	3.450	3.530	3.467	3.27	3.580
11/28/2007	3.450	3.520	3.520	3.463	3.28	3.580
11/29/2007	3.520	3.600	3.580	3.497	3.55	3.500
11/30/2007	3.600	3.460	3.490	3.567	3.56	3.500
12/3/2007	3.480	3.300	3.340	3.323	3.57	3.580
12/4/2007	3.300	3.200	3.200	3.233	3.57	3.580
12/5/2007	3.200	3.090	3.140	3.143	3.56	3.400
12/6/2007	3.090	2.980	3.020	3.004	3.56	3.400
12/7/2007	2.980	2.860	2.860	2.915	3.56	3.400
12/9/2007	2.860	2.820	2.820	2.846	3.54	3.400
12/11/2007	2.820	2.720	2.720	2.753	3.47	3.090
12/12/2007	2.720	2.700	2.700	2.707	3.42	3.090
12/13/2007	2.700	2.730	2.730	2.720	3.40	3.090
12/14/2007	2.730	2.730	2.730	2.750	3.38	3.090
12/17/2007	2.750	2.700	2.700	2.710	3.37	3.090
12/18/2007	2.700	2.750	2.750	2.733	3.35	3.160
12/19/2007	2.750	2.800	2.800	2.837	3.33	3.160
12/20/2007	2.800	3.170	3.170	3.073	3.31	3.160
12/21/2007	3.170	3.270	3.220	3.270	3.30	3.160
12/24/2007	3.220	3.220	3.220	3.226	3.30	3.420
12/26/2007	3.320	3.280	3.360	3.373	3.37	3.580
12/27/2007	3.380	3.480	3.460	3.433	3.35	3.420
12/28/2007	3.460	3.700	3.700	3.620	3.33	3.420
12/31/2007	3.700	3.000	3.000	3.235	3.11	3.060
1/2/2008	3.000	2.950	2.950	2.987	3.05	3.060
1/3/2008	2.950	2.880	2.880	2.903	3.07	3.080
1/4/2008	2.880	2.800	2.800	2.883	3.02	3.080
1/7/2008	2.800	2.820	2.820	2.913	3.00	3.080
1/8/2008	2.820	2.910	2.910	2.913	2.97	3.020
1/9/2008	2.910	2.820	2.820	2.923	2.94	3.020
1/10/2008	2.820	2.850	2.950	2.943	2.88	3.020
1/11/2008	2.850	2.050	2.950	2.950	2.75	3.020
1/14/2008	2.950	2.950	2.950	2.950	2.74	2.950
1/15/2008	2.950	2.800	2.900	2.917	2.71	2.950
1/16/2008	2.800	2.850	2.850	2.933	2.69	2.900
1/17/2008	2.850	2.850	2.850	2.957	2.68	2.930
1/18/2008	2.860	2.820	2.820	2.933	2.57	2.930
1/22/2008	2.920	2.650	2.650	2.740	2.30	2.780
1/23/2008	2.650	2.720	2.720	2.697	2.20	2.760
1/24/2008	2.720	2.400	2.400	2.507	2.25	2.780
1/25/2008	2.400	2.200	2.200	2.293	2.23	2.780
1/28/2008	2.300	2.120	2.120	2.192	2.22	2.780
1/29/2008	2.120	1.850	1.850	2.160	2.22	2.780
1/30/2008	1.850	1.886	1.886	2.057	2.22	2.780
1/31/2008	1.886	1.750	1.750	1.903	2.14	2.700
2/1/2008	1.750	1.690	1.690	1.973	2.14	2.700
2/4/2008	1.690	1.450	1.450	1.650	2.10	2.700
2/5/2008	1.450	1.200	1.450	1.500	2.18	2.700
2/6/2008	1.200	1.100	1.300	1.350	2.17	1.730
2/7/2008	1.100	1.000	1.000	1.167	2.15	1.730
2/8/2008	1.000	0.950	0.950	1.033	2.14	1.730
2/11/2008	0.950	0.950	0.950	0.957	2.13	1.730
2/12/2008	0.950	0.850	0.850	0.885	2.13	1.730
2/13/2008	0.850	0.800	0.800	0.817	2.12	1.240
2/14/2008	0.800	0.800	0.800	0.857	2.12	1.240
2/15/2008	0.800	1.050	1.050	1.000	2.12	1.240
2/18/2008	2.000	2.200	2.200	2.133	2.12	1.240
2/20/2008	2.200	2.220	2.220	2.213	2.12	2.370

Comparable Transaction	A	B	C	Average of Comparable Transactions	6% of USD-BBA-LIBOR moving 6 Three-Month Maturity	SIFMA
CUSIP	#241607V0 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (ML Attorney Hospital Project) 2004 Series A	#241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northwestern Vermont Regional Hospital Project) 2004 Series A	#241608B3 - Vermont Educational and Health Buildings Financing Agency, \$20,315,000 Variable Rate Demand Hospital Revenue Bonds (Gifford Memorial Hospital Project) 2006 Series A			
Status:	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Bank			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Rate	Last Price
2/21/2008	2.220	2.300	2.300	2.273	2.12	2.270
2/22/2008	2.300	2.500	2.600	2.433	2.12	2.570
2/25/2008	2.500	2.750	2.750	2.667	2.13	2.570
2/26/2008	2.750	2.900	2.900	2.850	2.12	2.166
2/27/2008	2.900	3.050	3.050	3.020	2.12	3.100
2/28/2008	3.050	3.500	3.500	3.350	2.12	3.166
2/29/2008	3.500	2.950	2.950	3.133	2.10	3.160
3/3/2008	2.950	2.700	2.700	2.763	2.08	3.160
3/4/2008	2.700	2.450	2.450	2.533	2.06	2.900
3/5/2008	2.450	2.400	2.400	2.417	2.08	2.980
3/6/2008	2.400	3.300	2.300	2.333	2.04	2.960
3/7/2008	2.300	2.150	2.150	2.200	2.00	2.880
3/10/2008	2.150	2.000	2.000	2.050	1.97	2.966
3/11/2008	2.000	1.950	1.950	1.967	1.95	2.750
3/12/2008	1.950	1.600	1.600	1.717	1.92	2.750
3/13/2008	1.600	1.800	1.800	1.733	1.09	2.750
3/14/2008	1.800	1.700	1.700	1.733	1.74	2.750
3/17/2008	1.700	1.600	1.600	1.633	1.72	2.750
3/18/2008	1.600	1.500	1.500	1.567	1.77	2.300
3/19/2008	1.500	1.600	1.600	1.583	1.77	2.300
3/20/2008	1.600	1.450	1.450	1.500	1.77	2.300
3/24/2008	1.450	1.400	1.400	1.417	1.60	2.339
3/25/2008	1.400	1.200	1.200	1.300	1.02	2.210
3/28/2008	1.250	1.200	1.200	1.217	1.04	2.210
3/27/2008	1.200	1.200	1.200	1.200	1.04	2.210
3/28/2008	1.200	1.200	1.200	1.200	1.04	2.210
3/31/2008	1.200	1.000	1.000	1.067	1.04	2.210
4/1/2008	1.000	0.950	0.950	0.957	1.02	1.800
4/2/2008	0.950	0.950	0.950	0.950	1.00	1.690
4/3/2008	0.950	0.850	0.850	0.885	1.06	1.690
4/4/2008	0.850	0.750	0.750	0.785	1.06	1.690
4/7/2008	0.750	0.700	0.700	0.717	1.05	1.690
4/8/2008	0.700	0.650	0.650	0.667	1.05	1.600
4/9/2008	0.650	0.700	0.700	0.685	1.05	1.600
4/10/2008	0.700	0.800	0.800	0.787	1.05	1.600
4/11/2008	0.800	1.000	1.000	0.933	1.04	1.000
4/14/2008	1.000	1.100	1.100	1.067	1.05	1.000
4/15/2008	1.100	1.500	1.500	1.367	1.05	2.100
4/16/2008	1.500	1.750	1.750	1.667	1.05	2.100
4/17/2008	1.750	1.950	1.950	1.863	1.05	2.100
4/18/2008	1.950	2.100	2.100	2.050	1.07	2.100
4/21/2008	2.100	2.150	2.150	2.133	1.07	2.100
4/22/2008	2.150	2.250	2.250	2.217	1.07	2.430
4/23/2008	2.250	2.350	2.350	2.317	1.08	2.430
4/24/2008	2.350	2.400	2.400	2.383	1.08	2.430
4/25/2008	2.400	2.450	2.450	2.403	1.05	2.430
4/28/2008	2.450	2.550	2.550	2.517	1.02	2.430
4/29/2008	2.550	2.650	2.650	2.617	1.01	2.670
4/30/2008	2.650	2.550	2.550	2.583	1.05	2.670
5/1/2008	2.550	2.450	2.450	2.463	1.03	2.670
5/2/2008	2.450	2.050	2.050	2.163	1.03	2.670
5/5/2008	2.050	1.800	1.800	1.950	1.02	2.670
5/6/2008	1.800	1.750	1.750	1.800	1.02	2.320
5/7/2008	1.750	1.650	1.650	1.683	1.02	2.320
5/8/2008	1.650	1.450	1.450	1.517	1.03	2.320
5/9/2008	1.450	1.150	1.150	1.250	1.02	2.320
5/12/2008	1.150	1.000	1.000	1.050	1.01	2.320
5/13/2008	1.000	0.750	0.750	0.833	1.00	1.831
5/14/2008	0.750	0.850	0.850	0.817	1.00	1.830
5/15/2008	0.850	0.900	0.900	0.883	1.00	1.830
5/16/2008	0.900	0.850	0.850	0.867	1.02	1.830
5/19/2008	0.850	0.800	0.800	0.817	1.05	1.830
5/20/2008	0.800	0.750	0.750	0.767	1.03	1.700
5/21/2008	0.750	1.000	1.000	0.917	1.03	1.700
5/22/2008	1.000	1.000	1.000	1.000	1.02	1.700
5/23/2008	1.000	0.880	0.880	0.920	1.02	1.700
5/27/2008	0.880	1.000	1.000	0.960	1.02	1.620
5/28/2008	1.000	1.150	1.150	1.100	1.07	1.620
5/29/2008	1.150	1.300	1.300	1.250	1.07	1.620
5/30/2008	1.300	1.250	1.250	1.287	1.07	1.620
5/31/2008	1.250	1.200	1.200	1.217	1.07	1.620
6/1/2008	1.200	1.100	1.100	1.123	1.07	1.460
6/2/2008	1.100	1.150	1.150	1.133	1.06	1.460
6/5/2008	1.150	1.280	1.280	1.287	1.07	1.460
6/6/2008	1.280	1.250	1.250	1.280	1.06	1.460
6/9/2008	1.250	1.350	1.350	1.317	1.06	1.460
6/10/2008	1.350	1.400	1.400	1.383	1.06	1.640
6/11/2008	1.400	1.500	1.500	1.467	1.06	1.640
6/12/2008	1.500	1.550	1.550	1.533	1.05	1.640
6/13/2008	1.550	1.450	1.450	1.483	1.05	1.640
6/16/2008	1.450	1.400	1.400	1.417	1.04	1.640
6/17/2008	1.400	1.400	1.400	1.400	1.04	1.640
6/18/2008	1.400	1.350	1.350	1.367	1.04	1.660
6/19/2008	1.350	1.300	1.300	1.317	1.04	1.660
6/20/2008	1.300	1.200	1.200	1.223	1.04	1.660
6/23/2008	1.200	1.200	1.200	1.205	1.03	1.600
6/24/2008	1.200	1.050	1.050	1.100	1.03	1.550
6/25/2008	1.050	1.050	1.050	1.150	1.03	1.550
6/26/2008	1.050	1.200	1.200	1.150	1.03	1.550
6/27/2008	1.200	1.550	1.550	1.433	1.03	1.550
6/30/2008	1.550	2.100	2.100	1.917	1.07	1.550
7/1/2008	2.100	1.550	1.550	1.733	1.07	1.550
7/2/2008	1.550	1.200	1.200	1.317	1.07	1.400
7/3/2008	1.200	1.150	1.150	1.167	1.07	1.400
7/7/2008	1.150	1.050	1.050	1.083	1.07	1.400
7/8/2008	1.050	0.950	0.950	0.983	1.07	1.400
7/9/2008	0.950	0.950	0.950	0.950	1.07	1.260
7/10/2008	0.950	1.000	1.000	0.983	1.07	1.260
7/11/2008	1.000	1.050	1.050	1.033	1.07	1.260
7/12/2008	1.050	0.950	0.950	0.983	1.07	1.260

Comparable Transaction	A	B	C	Average of Comparable Transactions	88% of USD-BBA LIBOR Having a Three-Month Maturity	SIFMA
CUSIP	9241607V0 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Mt. Ascutney Hospital Project) 2004 Series A	9241607U2 - Vermont Educational and Health Buildings Financing Agency, Variable Rate Demand Hospital Revenue Bonds (Northeastern Vermont Regional Hospital Project) 2004 Series A	924160AB3 - Vermont Educational and Health Buildings Financing Agency, \$20,315,000 Variable Rate Demand Hospital Revenue Bonds (Almord Memorial Hospital Project) 2006 Series A			
State:	Vermont	Vermont	Vermont			
LOC Provider:	TD Bank North	TD Bank North	Key Bank			
Date	Remarketing Rate	Remarketing Rate	Remarketing Rate	Average Remarketing Rate	Closing Ratio	Last Price
7/14/2008	0.950	1.000	1.000	0.983	1.67	1.380
7/15/2008	1.000	1.150	1.150	1.100	1.67	1.450
7/16/2008	1.150	1.750	1.750	1.550	1.67	1.490
7/17/2008	1.750	2.100	2.100	1.983	1.67	1.450
7/18/2008	2.100	2.200	2.200	2.107	1.67	1.460
7/21/2008	2.200	2.400	2.400	2.303	1.67	1.480
7/22/2008	2.400	2.450	2.450	2.433	1.67	2.250
7/24/2008	2.450	2.350	2.350	2.383	1.67	2.250
7/25/2008	2.350	2.500	2.500	2.450	1.67	2.350
7/26/2008	2.500	2.400	2.400	2.433	1.67	2.350
7/28/2008	2.400	2.260	2.260	2.320	1.67	2.350
7/29/2008	2.260	2.150	2.150	2.192	1.67	2.240
7/30/2008	2.150	2.150	2.150	2.150	1.67	2.240
7/31/2008	2.150	1.950	1.950	2.017	1.67	2.240
8/1/2008	1.950	1.750	1.750	1.817	1.67	2.240
8/4/2008	1.750	1.550	1.550	1.617	1.67	2.240
8/5/2008	1.550	1.370	1.370	1.430	1.67	1.800
8/6/2008	1.370	1.370	1.370	1.370	1.67	1.800
8/7/2008	1.370	1.250	1.250	1.250	1.67	1.800
8/8/2008	1.250	1.200	1.200	1.250	1.67	1.800
8/11/2008	1.200	1.150	1.150	1.217	1.66	1.800
8/12/2008	1.150	1.200	1.200	1.167	1.66	1.800
8/13/2008	1.200	1.150	1.150	1.183	1.66	1.850
8/14/2008	1.150	1.250	1.250	1.162	1.66	1.800
8/15/2008	1.250	1.200	1.200	1.217	1.66	1.850
8/18/2008	1.200	1.200	1.200	1.217	1.66	1.850
8/19/2008	1.200	1.270	1.270	1.200	1.66	1.850
8/20/2008	1.270	1.250	1.250	1.242	1.66	1.850
8/21/2008	1.250	1.600	1.600	1.257	1.66	1.850
8/22/2008	1.600	1.800	1.800	1.483	1.66	1.850
8/25/2008	1.800	1.900	1.900	1.733	1.69	1.650
8/25/2008	1.900	2.000	2.000	1.867	1.69	1.650
8/27/2008	2.000	2.300	2.300	1.967	1.69	1.840
8/28/2008	2.300	2.500	2.500	2.200	1.69	1.840
8/29/2008	2.500	1.900	1.900	2.433	1.69	1.840
8/22/2008	1.900	1.650	1.650	2.100	1.69	1.840
8/3/2008	1.650	1.650	1.650	1.733	1.69	1.830
8/4/2008	1.650	1.650	1.650	1.583	1.69	1.830
8/5/2008	1.050	1.620	1.620	1.617	1.69	1.830
8/6/2008	1.020	1.650	1.650	1.630	1.69	1.830
8/7/2008	1.650	1.800	1.800	1.640	1.69	1.830
8/10/2008	1.800	2.300	2.300	1.750	1.69	1.790
8/11/2008	2.300	2.700	2.700	2.133	1.69	1.790
8/12/2008	2.700	3.300	3.300	2.567	1.69	1.790
8/15/2008	3.300	4.550	4.550	3.100	1.70	1.790
8/16/2008	4.550	5.550	5.550	4.133	1.70	1.790
8/17/2008	5.550	6.550	6.550	5.217	2.06	5.150
8/18/2008	6.550	8.050	8.050	6.217	2.17	5.150
8/19/2008	8.050	9.050	9.050	7.550	2.17	5.150
8/22/2008	9.050	9.050	9.050	8.717	2.16	5.150
8/23/2008	9.050	7.800	7.800	9.050	2.16	5.150
8/24/2008	7.800	4.800	4.800	8.217	2.25	7.900
8/25/2008	4.800	5.050	5.050	5.800	2.52	7.600
8/26/2008	5.050	5.050	5.050	5.903	2.52	7.900
8/29/2008	5.050	7.050	7.050	6.050	2.53	7.900
8/30/2008	7.050	4.400	4.400	6.303	2.67	7.900
10/1/2008	4.400	3.000	3.000	5.283	2.72	5.740
10/2/2008	3.000	3.000	3.000	3.867	2.75	5.740
10/3/2008	3.000	3.050	3.050	3.300	2.79	5.740
10/6/2008	3.050	2.800	2.800	3.193	2.78	5.740
10/7/2008	2.800	2.300	2.300	2.467	2.82	4.820
10/8/2008	2.300	2.300	2.300	2.300	3.07	4.820
10/9/2008	2.300	2.300	2.300	2.300	3.07	4.820
<b>Average:</b>						
For Period:	3.0857881	3.0841192	3.1458804	3.1085986	3.0615718	
Spread to Avg of 88% of 3M-LIBOR:	0.0242162	0.0226574	-0.0083006	-0.0450242		

**Notes:**

- 1) Interest on Comparable Transactions A, B and C is excludable from gross income for Federal income tax purposes.
- 2) Cells highlighted in yellow represent periods during which actual comparable data was not available to us.
- 3) Remarketing rates for periods in which no actual data was available are equal to SIFMA plus 25 basis points.
- 4) Remarketing history was downloaded from Bloomberg L.P.

**Appendix C**

**Rutland Hospital Inc.**  
**Floating to Fixed Interest Rate Swap**

**TERM SHEET**

**GENERAL**

**Party A:** Provider  
**Party B:** The Rutland Hospital, Inc.  
**Notional Amount:** \$6,015,000 which shall reduce on the dates and in the amounts shown in Annex I hereto.  
**Trade Date:** TBD  
**Effective Date:** October 3, 2008  
**Termination Date:** April 1, 2015

**FIXED AMOUNTS:**

**Fixed Rate Payer:** Party B  
**Fixed Rate Payment Dates:** Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.  
**Fixed Rate Payer Period End Dates:** Monthly, on the first day of each calendar month, commencing on November 1, 2008. No Adjustment shall be apply to Period End Dates.  
**Fixed Rate:** 2.82%  
**Fixed Rate Day Count/Fraction:** 30/360

**FLOATING AMOUNTS:**

**Floating Rate Payer:** Party A  
**Floating Rate Payment Dates:** Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.

**Floating Rate Pay Period End Dates:** Monthly, on the first day of each calendar month, commencing on November 1, 2008. No Adjustment shall be apply to Period End Dates.

**Floating Rate Option:** USD-SIFMA Municipal Swap Index

**Reset Date:** Each Thursday, subject to adjustment in accordance with the Following Business Day Convention

**Floating Rate Day Count/Fraction:** Actual/Actual

**Method of Averaging:** Weighted Average

**Compounding:** Inapplicable

**OPTIONAL TERMINATION:**

Party B may, upon at least five (5) Business Days' written notice to Party A, terminate this Transaction in whole or in part, on any Business Day, by designating to Party A the termination date for such Transaction. In the event Party B exercises its right of optional termination hereunder, such termination shall constitute an Additional Termination Event under Section 6(e) of the ISDA Master Agreement with Party B as the sole Affected Party, and this Transaction as the sole Affected Transaction.

**FEES AND COMMISSIONS:**

None

**PAYMENT INSTRUCTIONS:**

Payments to Party A:  
To Come from Provider

Payments to Party B:  
Chittenden Bank  
ABA#: 011600062  
Account #: 750092098  
Credit: Rutland Regional Medical Center

ANNEX I

Reduction Date	Notional Amount Reduction	Revised Notional Amount
10/3/2008		\$6,015,000
4/1/2009	\$795,000	\$5,220,000
4/1/2010	\$820,000	\$4,400,000
4/1/2011	\$845,000	\$3,555,000
4/1/2012	\$875,000	\$2,680,000
4/1/2013	\$900,000	\$1,780,000
4/1/2014	\$930,000	\$850,000
4/1/2015	\$850,000	\$0

October 9, 2008

HAND DELIVERY IN PERSON

Lehman Brothers Special Financing Inc.  
745 Seventh Avenue, 16<sup>th</sup> Floor  
New York, NY 10019  
Attn: Municipal Financial Products – Middle Office

Re: Designation of an Early Termination Date Under ISDA Agreement

Ladies and Gentlemen:

Reference is made to the 1992 ISDA Master Agreement dated as of June 6, 2003, entered into between you and us, including the Schedule and Credit Support Annex thereto (as amended to date, the "ISDA Master"). Terms used but not defined herein are used as defined in the ISDA Master.

Pursuant to Section 6(a) of the ISDA Master, we hereby designate October 9, 2008 as the Early Termination Date with respect to all Transactions between you and us.

Such Early Termination Date is being designated as a result of the Event of Default under Section 5(a)(vii) of the ISDA Master resulting from the institution of a proceeding under Chapter 11 of the United States Bankruptcy Code by your Credit Support Provider, Lehman Brothers Holdings Inc., on September 15, 2008 in the United States Bankruptcy Court in the Southern District of New York.

We reserve all rights and remedies available to us under the ISDA Master, under other agreements, and otherwise at law or in equity.

Very truly yours,

The Rutland Hospital, Inc.

By: David Goryash  
Title: CFO

October 14, 2008

HAND DELIVERY IN PERSON

Lehman Brothers Special Financing Inc.  
745 Seventh Avenue, 16th Floor  
New York, NY 10019  
Attn: Municipal Financial Products - Middle Office

Re: Calculation of Section 6(e) Amount

To Whom It May Concern:

Reference is made to the 1992 ISDA Master Agreement dated as of June 6, 2003, including the Schedule and each Confirmation thereto, entered into between you and us (as amended to date, the "ISDA Master"). Terms used but not defined herein are used as defined in the ISDA Master. Reference is further made to that certain letter dated October 9, 2008 from the undersigned to you whereby the undersigned designated October 9, 2008 as the Early Termination Date with respect to all Transactions between you and us, pursuant to Section 6(a) of the ISDA Master.

Pursuant to Section 6(d)(i) of the ISDA Master, we hereby inform you that the amount payable by you with respect to termination of the Transactions subject to the ISDA Master as of the Early Termination Date, is \$185,039.72 (the "Section 6(e) Amount"). Detailed information regarding the calculation of the foregoing amount is attached hereto.

Pursuant to Section 6(d)(ii) of the ISDA Master, the Section 6(e) Amount is payable as of the date hereof, and accordingly the undersigned hereby demands that you immediately deliver, by wire transfer in immediately available funds the Section 6(e) Amount to the following account: Chittenden Bank, ABA #011600062, Account #750092098, Credit: Rutland Regional Medical Center.

Please note that we reserve all rights and remedies available to us under the ISDA Master, other agreements, and at law or in equity.

Please contact Ed Ogorzalek at The Rutland Hospital, Inc. if you have any questions. Your prompt attention to this matter is appreciated.

Very truly yours,

The Rutland Hospital, Inc.

By: Edmund Ogorzalek  
Title: CFO

**Rutland Regional Medical Center**

## Calculation of Settlement Amount

Bid Amount from DeutscheBank	(\$150,000.00)
Unpaid Swap Payments - 10/1/2008:	(4,480.04)
Accrued Cashflows - From and including 10/1/2008 to but excluding 10/9/2008	(3,626.09)
Adjustment for Professional Fees:	(26,875.00)
<b>Net Termination Amount Due:</b>	<b>(\$184,981.13)</b>
Interest on Net Termination Amount (2):	(\$58.29)
<b>Settlement Amount to LBSF:</b>	<b>(\$185,039.42)</b>
<b>Notes:</b> (1) Amount including Loss Amount, Unpaid Amounts, and adjustment for Professional Fees and interest until remitted. (2) Interest calculated as follows. Interest due thereon from and including the Early Termination Date to but excluding the date it was paid, with daily compounding and the actual number of days elapsed all at the Applicable Rate, i.e. the Non-Default Rate. Non-Default Rate equal to: Rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-Defauling Party if it were to fund the relevant amount.	
Hospital's Cost of Funding:	2.300%
Early Termination Date:	10/9/2008
Settlement Amount Payment Date:	10/14/2008

Deutsche Bank 

Deutsche Bank AG New York  
60 Wall Street  
New York, NY 10005  
Telephone: 212-250-9425  
Facsimile: 212-797-0779

Date: October 24, 2008  
  
To: Rutland Hospital Inc.  
Attention: Edward T. Ogorzalek  
Facsimile no.: (802) 747-1884  
  
Our Reference: N937185N  
Re: Interest Rate Swap Transaction

Ladies and Gentlemen:

The purpose of this letter agreement is to set forth the terms and conditions of the Transaction entered into between Deutsche Bank AG, New York Branch ("DBAG") and Rutland Hospital Inc. ("Counterparty") on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "Definitions") as published by the International Swaps and Derivatives Association, Inc. are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

For the purpose of this Confirmation, all references in the Definitions or the Agreement to a "Swap Transaction" shall be deemed to be references to this Transaction.

I. This Confirmation evidences a complete and binding agreement between DBAG ("Party A") and Counterparty ("Party B") as to the terms of the Transaction to which this Confirmation relates. In addition, Party A and Party B agree to use all reasonable efforts to negotiate, execute and deliver an agreement in the form of the ISDA 2002 Master Agreement with such modifications as Party A and Party B will in good faith agree (the "ISDA Form" or the "Agreement"). Upon execution by the parties of such Agreement, this Confirmation will supplement, form a part of and be subject to the Agreement. All provisions contained or incorporated by reference in such Agreement upon its execution shall govern this Confirmation except as expressly modified below. Until Party A and Party B execute and deliver the Agreement, this Confirmation, together with all other documents referring to the ISDA Form (each a "Confirmation") confirming Transactions (each a "Transaction") entered into between us (notwithstanding anything to the contrary in a Confirmation) shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if Party A and Party B had executed an agreement on the Trade Date of the first such Transaction between us in such form, with the Schedule thereto (i) specifying only that (a) the governing law is the laws of the State of New York, without reference to choice of law doctrine, provided, that such choice of law shall be superseded by any choice of law provision specified in the Agreement upon its execution, and (b) the Termination Currency is U.S. Dollars and (ii) incorporating the addition to the definition of "Indemnifiable Tax" contained in (page 49 of) the ISDA "User's Guide to the 2002 ISDA Master Agreements", and (iii), including the additional provision in the next paragraph.

Notwithstanding any other termination provision contained in this Confirmation, and provided that no Event of Default or Termination Event shall have occurred and then be continuing, the parties agree that, if the Agreement has not been executed by both Party A and Party B within 30 calendar days following the Trade Date, then Party A may, but shall not be obligated to, by at least five (5) Business Days prior notice (which notice, if by telephone, shall be promptly confirmed in writing) to the other party set a date to terminate this Transaction (which termination date shall be the Early Termination Date with respect to this Transaction), whereupon a termination payment shall be made on the Early Termination Date, as if such Transaction were a Terminated Transaction and Party B was the Affected Parties.

Chairman of the Supervisory Board: Clemens Börner;  
Management Board: Axel Ackermann (Chairman), Hugo Barrière,  
Stefan Krause, Hermann-Josef Lützen;

Deutsche Bank AG is authorized under German Banking Law (insolvenz: BaFin – Federal Financial Supervision Authority) and regulated by the Financial Services Authority (as far as concerned of UK business, a member of the London Stock Exchange). Deutsche Bank AG is a joint stock corporation with limited liability incorporated in the Federal Republic of Germany; HRB No. 30 000 District Court of Frankfurt am Main, Branch Registration in England and Wales BR000005, Registered address: Winchester House, 1 Great Winchester Street, London EC2N 2DE  
Deutsche Bank Group online: <http://www.deutsche-bank.com>

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Notional Amount:	USD 6,015,000.00 reducing on the dates and in the amounts as set forth in Exhibit I hereto.
Trade Date:	October 9, 2008
Effective Date:	October 6, 2008
Termination Date:	April 1, 2015
<b>Fixed Amounts:</b>	
Fixed Rate Payer:	Counterparty
Fixed Rate Payer Payment Dates:	Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period..
Fixed Rate Payer Period End Dates:	Monthly, on the first day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention.
Fixed Rate:	3.50%
Fixed Rate Day Count Fraction:	30/360
Business Days:	New York and London
<b>Floating Amounts:</b>	
Floating Rate Payer:	DBAG
Floating Rate Payment Dates:	Monthly, on the first Business Day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention and there will be no adjustment to the Calculation Period.
Floating Rate Pay Period End Dates:	Monthly, on the first day of each calendar month, beginning November 1, 2008 up to, and including, the Termination Date, subject to and in accordance with the Following Business Day Convention.

Floating Rate Option: USD-SIFMA Municipal Swap Index  
Floating Rate Day Count Fraction: Actual / Actual  
Reset Dates: Each Thursday, subject to adjustment in accordance with the Following Business Day Convention  
Compounding: Inapplicable  
Method of Averaging: Weighted Average  
Business Day Convention: Following  
Business Days: New York and London

3. Account Details:

USD DBAG Payment Instructions:  
Account With: DB Trust Co. Americas, New York  
SWIFT Code: BKTRUSS3  
Favor Of: Deutsche Bank AG, New York  
Account Number: 01 473 969

USD Counterparty Payment Instructions:  
Account With: Chittenden Bank  
ABA Number: 011600062  
Account Name: Rutland Regional Medical Center  
Account Number: 750092098

4. Offices:

The Office of DBAG for this Transaction is New York.

5. Representations

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):-

- (i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.
- (ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction.
- (iii) **Status of Parties.** The other party is not acting as a fiduciary for, or an adviser to it in respect of this Transaction.

6. Optional Termination by Counterparty with Cash Settlement:

Counterparty may, upon at least five (5) Business Days' written notice to DBAG, terminate this Transaction in whole or in part, on any Business Day, by designating to DBAG the termination date for such Transaction. In the event Counterparty exercises its right of optional termination hereunder, such termination shall constitute an Additional Termination Event under Section 6(e) of the ISDA Master Agreement with Counterparty as the sole Affected Party, and this Transaction as the sole Affected Transaction.

In such case, DBAG will determine a U.S. Dollar value for the terminated portion of this transaction (the "Cash Settlement Amount") in accordance with Section 6(e)(i)(4) of the ISDA Master Agreement, where Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction. If such Cash Settlement Amount is not mutually acceptable to DBAG and Counterparty, DBAG shall determine the Cash Settlement Amount with respect to this Transaction in accordance with Section 6 (e)(i)(3) of the ISDA Master Agreement, where (A) Counterparty is the sole Affected Party and this Transaction is the sole Affected Transaction, (B) the Reference Market Makers providing quotations are acceptable to both DBAG and Counterparty, and (C) each Reference Market Maker certifies in writing that such Reference Market Maker is prepared to take an assignment of this Transaction base upon their respective quotation.

If upon a termination by Counterparty pursuant to Section 6, Counterparty would owe a Cash Settlement Amount, then Counterparty may terminate pursuant to Section 6 only upon demonstrating to the reasonable satisfaction of DBAG its ability to pay any amount due under Section 6 (e) of the Master Agreement.

7. Please confirm that the foregoing correctly sets forth the terms of our agreement by having an authorized officer sign this Confirmation and return it via facsimile to:

Attention: Derivative Documentation  
Telephone: 212-250-9425  
Facsimile: 212-797-0779  
E-mail: [derivative.documentation@db.com](mailto:derivative.documentation@db.com)

This message will be the only form of Confirmation dispatched by us. If you wish to exchange hard copy forms of this Confirmation, please contact us.

Yours sincerely,

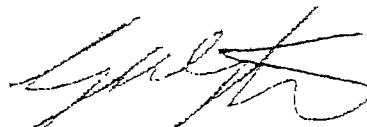
Deutsche Bank AG - New York Branch

By:



Name: Paul Carter  
Authorized Signatory

By:



Name: Gaby Bulton  
Authorized Signatory

Confirmed as of the date first written above:

Rutland Hospital Inc.

By: Chand Dergahal

N937185N

EXHIBIT I

With respect to calculating a Floating Amount for any Calculation Period falling within the periods set forth below, the Notional Amount shall be the amount set forth opposite the relevant period and underneath the caption Notional Amount, as follows:

Reduction Date	Notional Amount Reduction (USD)	Revised Notional Amount (USD)
10/9/2008		6,015,000
4/1/2009	795,000	5,220,000
4/1/2010	820,000	4,400,000
4/1/2011	845,000	3,555,000
4/1/2012	875,000	2,680,000
4/1/2013	900,000	1,780,000
4/1/2014	930,000	850,000
4/1/2015	850,000	0

**RYAN SMITH & CARBINE, LTD.**

ATTORNEYS AT LAW

MEAD BUILDING  
98 MERCHANTS ROW  
P.O. BOX 310  
RUTLAND, VERMONT 05702-0310

TELEPHONE (802) 786-1000  
FACSIMILE (802) 786-1100

WRITER'S DIRECT DIAL:

802-786-1055  
Writer's email [jba@rsclaw.com](mailto:jba@rsclaw.com)

NEW YORK OFFICE:

RYAN SMITH & CARBINE, P.C.  
134 MAIN STREET  
P.O. BOX 75  
WHITEHALL, NEW YORK 12887-0075

TELEPHONE (518) 499-1272  
FACSIMILE (518) 499-1273

PLEASE REPLY TO:  VERMONT  NEW YORK

R. JOSEPH O'ROURKE  
JOHN J. ZAWISTOSKI  
THOMAS M. DOWLING  
ALLAN R. KEYES  
HARRY R. RYAN, III  
GLENN S. MORGAN  
JAMES E. ANDERSON ▲  
WILLIAM A. O'ROURKE, III  
ELIZABETH A. GLYNN  
ANDREW H. MAASS  
JOHN A. SERAFINO  
JOHN W. VALENTE ▲  
MARK F. WERLE ▲  
MATTHEW D. GILMOND  
MARION T. FERGUSON  
CORINA N. SCHAFFNER-FEGARD  
TAMMY B. DENTON  
CONSTANCE TRYON PELL  
PAUL A. DONALDSON  
KELLY A. SMITH  
GREGORY J. BOULBOL  
STEVEN E. WRIGHT

▲ ALSO ADMITTED IN NEW YORK

September 18, 2009

*Via Federal Express*

EPIQ Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, NY 10017

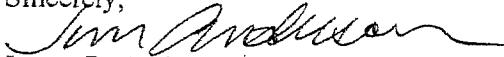
RE: Lehman Brothers Holdings, Inc., et al  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Lehman Brothers Holdings, Inc., et al  
Case No. 08-13555

Gentlemen:

I enclose the Rutland Hospital, Inc.'s Proof of Claim in the amount of \$185,039.42 to be filed against Lehman Brothers Holdings, Inc., et al, Case No. 08-13555.

Sincerely,

  
James B. Anderson

JBA:dmc

Enc.

cc: Edward Ogorzalek, Chief Financial Officer  
The Rutland Hospital, Inc.

From: Origin ID: RUTA (802) 786-1055  
James B. Anderson  
Ryan Smith & Carbine, Ltd  
98 Merchants Row  
4th Floor  
Rutland, VT 05701



Ship Date: 18SEP09  
ActWgt 1.0 LB  
CAD: 5482773/NET9060  
Account #: S \*\*\*\*\*

Delivery Address Bar Code



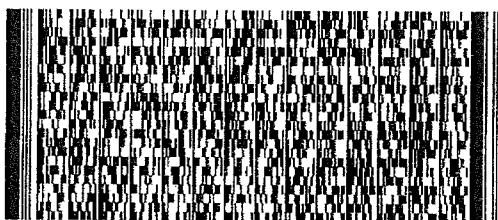
RECEIVED

Ref # 7370010BA  
Invoice #  
PO #  
Dept #

SEP 19 2009

SHIP TO: (000) 000-0000 BILL SENDER  
**Epiq Bankruptcy Solutions, LLC**  
**Lehman Brothers Holdings Claims Pro**  
**757 Third Avenue, 3rd Floor**

New York, NY 10017



TRK# 7969 5791 0093  
0201

### SATURDAY ### A1  
PRIORITY OVERNIGHT

10017

NY-US

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